

Pull out your current Technology E&O policy and check the box next to each feature you can confirm it includes — anything unchecked is worth a quick conversation with your advisor.

STANDARD

OFTEN LIMITED

IF NEEDED

— Standard: should be included · Often limited: frequently sublimited, excluded, or optional · If needed: depends on your operations

POLICY FEATURE	WHAT TO CONFIRM	PRIORITY
☐ Breach of Contract and Negligence Claims	Confirm both are covered — one customer lawsuit usually alleges both, and some forms cover only one.	STANDARD
☐ Enterprise-Wide Products & Services	Confirm products and services launched after renewal are covered without being scheduled.	STANDARD
☐ Retroactive Date (Prior Acts)	Claims-made coverage only reaches work done after the retro date — keep it unchanged when switching carriers.	STANDARD
☐ Contractual Liability Carve-Back	Liability you assume by contract is usually excluded; confirm a carve-back for your services and the indemnities you sign.	OFTEN LIMITED
☐ Delay or Failure to Deliver	Many tech forms exclude late delivery — confirm missed go-live dates and milestones are covered.	OFTEN LIMITED
☐ Copyright & Trademark Infringement	Software copyright claims are often excluded or sublimited; patent claims are almost never covered.	OFTEN LIMITED
☐ AI-Related Errors	Some carriers now exclude AI outputs or decision-making — confirm your AI features are not carved out.	OFTEN LIMITED
☐ Liquidated Damages & Service Credits	Contract penalties and SLA credits are generally excluded — keep them inside your contract caps.	IF NEEDED
☐ First-Party Cyber (Separate Policy)	Tech E&O pays your customers' losses; your own breach, ransomware, and downtime costs need a cyber policy.	IF NEEDED

COMMON GAP IN THIS COVERAGE

The gap most often missed in Tech E&O is the customer contract. Policies typically exclude liability you assume by contract, liquidated damages, and promised results, and many exclude late delivery — yet customer agreements often include uncapped indemnities, service credits, and firm go-live dates. Have your broker read the policy against your standard customer agreement, cap your liability in every contract, and confirm both breach-of-contract and negligence claims are covered.

IMPORTANT — PLEASE READ

This checklist is a free educational tool from Cory Washington & Co. to help you review your own coverage and have a more informed conversation with a licensed insurance professional. It is general information only — not insurance, legal, or financial advice, and not a recommendation to buy, change, or cancel any policy. The Standard / Often Limited / If Needed labels describe general market patterns for this coverage — not a personalized recommendation or needs analysis for your specific operations. Coverage terms, availability, limits, and requirements vary by policy, carrier, and state, and only the language in your actual policy governs what is and isn't covered. Checking or leaving blank any item above does not indicate that you are adequately insured or under-insured. Using this checklist does not create a client, agency, or fiduciary relationship. Always consult a licensed professional about your specific situation.